

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
CINDYLYN LAMARCHE,

Plaintiff,

v.

GREYHOUND LINES, INC.,

Defendant.
-----X

GREYHOUND LINES, INC.,

Third-Party Plaintiff,

v.

**MOTOR COACH INDUSTRIES, INC., UGL
UNICCO, Formerly Known As UNICCO Service
Company and THE GOODYEAR TIRE &
RUBBER COMPANY,**

Third-Party Defendants.
-----X

**REPLY TO
COUNTER-CLAIMS**

08 CIV 2438 (PKL)

**[Related to
06 CIV 13371 (PKL)]**

**JURY TRIAL
DEMANDED**

Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., by its attorneys, FABIANI COHEN & HALL, LLP, as and for a Reply to Counter-Claims of Third-Party Defendant, THE GOODYEAR TIRE & RUBBER COMPANY ("Goodyear"), sets forth, upon information and belief, the following:

**AS AND FOR AN ANSWER TO THE
FIRST COUNTER-CLAIM AGAINST
GREYHOUND LINES, INC.**

ONE HUNDRED THIRTY-FIRST: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "131" of the Third-Party Defendant, Goodyear's Answer to Third Party Complaint, except denies all allegations set forth in Paragraph Nos. "1" through "130" of

Third-Party Defendant, Goodyear's Answer to Third-Party Complaint to the extent the allegations are made against Greyhound Lines, Inc. and begs leave to refer to all relevant agreements for their complete terms and conditions.

ONE HUNDRED THIRTY-SECOND: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies each and every allegation contained in Paragraph No. "132" of the Third-Party Defendant, Goodyear's Answer to Third-Party Complaint to the extent the allegations are made against Greyhound Lines, Inc.

ONE HUNDRED THIRTY-THIRD: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies each and every allegation contained in Paragraph No. "133" of the Third-Party Defendant, Goodyear's Answer to Third-Party Complaint to the extent the allegations are made against Greyhound Lines, Inc.

**AS AND FOR AN ANSWER TO THE
SECOND COUNTER-CLAIM AGAINST
GREYHOUND LINES, INC.**

ONE HUNDRED THIRTY-FOURTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., repeats, reiterates, realleges and incorporates herein each and every assertion and denial in response to Paragraph Nos. "131" through "133" of Goodyear's Answer to Third-Party Complaint above as though more fully set forth at length herein.

ONE HUNDRED THIRTY-FIFTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "135" of Third-Party Defendant, Goodyear's Answer to Third-Party Complaint, except admits that Greyhound Lines, Inc., and Goodyear entered into an agreement dated October 3, 2000 and begs leave to refer to the terms of said agreement at the time of trial.

ONE HUNDRED THIRTY-SIXTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies knowledge or information sufficient to form a belief as to the truth of the allegations

contained in Paragraph No. "136" of Third-Party Defendant, Goodyear's Answer to Third-Party Complaint, except admits that Greyhound Lines, Inc., and Goodyear entered into an agreement dated October 3, 2000 and begs leave to refer to the terms of said agreement at the time of trial.

ONE HUNDRED THIRTY-SEVENTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies each and every allegation contained in Paragraph No. "137" of the Third-Party Defendant, Goodyear's Answer to Third-Party Complaint, except admits that counsel for Goodyear sent a letter dated January 30, 2008 to counsel for Greyhound Lines, Inc. and that counsel for Greyhound Lines, Inc., responded by letter dated February 5, 2008.

ONE HUNDRED THIRTY-EIGHTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies each and every allegation contained in Paragraph No. "138" of the Third-Party Defendant, Goodyear's Answer to Third-Party Complaint.

ONE HUNDRED THIRTY-NINTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies each and every allegation contained in Paragraph No. "139" of the Third-Party Defendant, Goodyear's Answer to Third-Party Complaint.

**AS AND FOR AN ANSWER TO THE
SECOND CROSS-CLAIM AGAINST
UNICCO**

ONE HUNDRED FORTIETH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., repeats, reiterates, realleges and incorporates herein each and every assertion and denial in response to Paragraph Nos. "131" through "139" of Goodyear's Answer to Third-Party Complaint above as though more fully set forth at length herein.

ONE HUNDRED FORTY-FIRST: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "141" of Third-Party Defendant, Goodyear's Answer to Third-Party Complaint except admits that on or about August 30, 1995 Goodyear entered into an Agreement (the Agreement") with Ogden Cisco, Inc. ("Ogden") and begs to leave to refer to the Agreement for its complete terms and conditions.

ONE HUNDRED FORTY-SECOND: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "142" of Third-Party Defendant, Goodyear's Answer to Third-Party Complaint except admits that on or about September 11, 1996, Ogden assigned the Agreement to UNICCO Service Company and begs to leave to refer to the Assignment for its complete terms and conditions.

ONE HUNDRED FORTY-THIRD: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., admits each and every allegation contained in Paragraph No. "143" of Third-Party Defendant, Goodyear's Answer to Third-Party Complaint.

ONE HUNDRED FORTY-FOURTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "144" of Third-Party Defendant, Goodyear's Answer to Third-Party Complaint except admits that the above-mentioned Agreement dated August 30, 1995 and the Assignment were in full force and effect and binding upon Unicco on August 28, 2006 and begs to leave to refer to the Agreement and Assignment for their complete terms and conditions.

ONE HUNDRED FORTY-FIFTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "145" of Third-Party Defendant, Goodyear's Answer to Third-Party Complaint and begs to leave to refer to the Agreement for its complete terms and conditions.

ONE HUNDRED FORTY-SIXTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "146" of Third-Party Defendant, Goodyear's Answer to Third-Party Complaint and begs to leave to refer to the Agreement for its complete terms and conditions.

ONE HUNDRED FORTY-SEVENTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "147" of Third-Party Defendant, Goodyear's Answer to Third-Party Complaint.

ONE HUNDRED FORTY-EIGHTH: Defendant/Third-Party Plaintiff, Greyhound Lines, Inc., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "148" of Third-Party Defendant, Goodyear's Answer to Third-Party Complaint.

WHEREFORE, defendant/third-party plaintiff, GREYHOUND LINES, INC., demands:

1. Judgment dismissing the Plaintiff's Complaint;
2. Judgment dismissing Goodyear's Counter-Claims against Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC.

3. Together with the costs and disbursements of this action.

Dated: New York, New York
May 13, 2008

Yours, etc.,

FABIANI COHEN & HALL, LLP



Kevin B. Pollak (KBP 6098)

Attorneys for Defendant/

Third-Party Plaintiff

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New York, New York 10022

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TO: HERRICK, FEINSTEIN, LLP
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(212) 319-1000

LaMarche v. Greyhound Lines, Inc., et al. v. Motor Coach Industries, Inc., et al.
Civil Action No.: 08 CIV 2438 (PKL)
Our File No. 818.34464

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing **REPLY TO COUNTER-CLAIMS** was served via CM/ECF and First-Class Mail, postage prepaid, this 13th day of May, 2008, to:

HERRICK, FEINSTEIN, LLP
Attorneys for Third-Party Defendant
THE GOODYEAR TIRE & RUBBER
COMPANY
2 Park Avenue
New York, New York 10016

KREINDLER & KREINDLER
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New York, New York 10017

QUIRK and BAKALOR, P.C.
Attorneys for Third-Party Defendant
UGL UNICCO
845 Third Avenue, 15th Floor
New York, New York 10022


Kevin B. Pollak (6098)

Sworn to before me this
13th day of May, 2008.


APRIL D SMITH LITTLE
NOTARY PUBLIC
Notary Public, State of New York
No. 01SM6085371
Qualified in Bronx County
Commission Expires 6 / 01 / 20 11

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CINDYLYN LAMARCHE,

Plaintiff,

08 CIV. 2438 (PKL)

v.

[Related to
06 CIV 13371 (PKL)]

GREYHOUND LINES, INC.,

Defendant.
-----X

GREYHOUND LINES, INC.,

Third-Party Plaintiff,

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UNICCO, Formerly Known As UNICCO Service
Company and THE GOODYEAR TIRE &
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Third-Party Defendants.
-----X

REPLY TO COUNTER-CLAIMS

FABIANI COHEN & HALL, LLP
Attorneys for Defendant/Third-Party Plaintiff
GREYHOUND LINES, INC.
570 Lexington Avenue-4th Floor
New York, New York 10022
(212) 644-4420

To: Attorney(s) for:
Sir(s):

PLEASE TAKE NOTICE that a
(certified) copy

of which the within is a (true)

[] NOTICE OF ENTRY *was duly entered in the within named court on* 2008

[] NOTICE OF SETTLEMENT *will be presented for settlement to the Hon.*
one of the judges of the within named court at the Courthouse at on , 2008 at o'clock

Dated:

Yours, etc.,
FABIANI COHEN & HALL, LLP
570 Lexington Avenue, 4th Floor
New York, New York 10022
(212) 644-4420

To:

Attorney(s) for: